

## Terms and Conditions of Sale

To be read, understood and signed by the customer : Dated \_\_\_\_\_

Version 1.10 : 31-10-2019

I have read, understand and agree to the Terms and Conditions of Sale of A1 Upgrades Ltd t/a Cork Stairlifts.

Signed \_\_\_\_\_ Printed Name \_\_\_\_\_

**1 : Parties involved :** These Terms and Conditions of Sale form part of a legal contract (the agreement) between **us** A1 Upgrades Ltd t/a Cork Stairlifts and **you**, the customer or person named above in relation to Goods and services provided. Each of these terms and conditions operates separately. Terms and conditions become binding when we have carried out a stairlift service or survey of your property and signed an agreement. This relates to all/any call-outs, products or services supplied. This agreement is between you and us. Phrases such as “including, in particular” or similar expressions are illustrative and do not limit the sense of the word proceeding those terms.

**2 : The Contract :** This document sets out the Terms and Conditions of Sale that apply to the agreement whereby you purchase or rent a stairlift from A1 Upgrades Ltd t/a Cork Stairlifts and we install/service/maintain it. It also explains your responsibilities. Before you sign the agreement, read these terms and conditions carefully to ensure the details are complete and accurate. Any typographical, clerical or other error in any quotations, invoice or other document issued shall be subject to correction without any liability on our behalf. Mistakes cannot be rectified afterwards. Stairlift products that customers purchase through third parties or other parties are not our responsibility. Any quotation given shall not constitute an offer and shall be valid for a period of 30 days from its date of issue.

**3 : Customers legal rights :** A1 Upgrades t/a Cork Stairlifts are committed to providing the highest standards of service and excellence. According to Irish law, we must supply your stairlift in line with the agreement and every new stairlift must be “*of merchantable quality, fit its normal purpose and be reasonably durable*”. Second-hand/re-conditioned and rental stairlifts must be “*of merchantable quality, but of a lower standard*”. Risk in the goods shall pass to the customer upon delivery. We will not be responsible for any loss, damage or injury caused by alterations that you or a third party make to a stairlift. Third party or any other alterations that are made to a stairlift void your warranty. You have legal rights in relation to call-outs, breakdown and servicing. The stairlift engineer must be experienced, knowledgeable, provide service with proper care and diligence, uses sound materials and supplies goods of merchantable quality. If the stairlift materials are found to be faulty, they will be repaired or replaced free of charge and within a reasonable time. We are not responsible for the mis-use of any stairlift. This includes damage caused by children, operational mistakes, vandalism, intentional/unintentional mis-use by the user or other persons and we are not liable for any business losses. Stairlifts are supplied under this agreement for domestic use. If you use the stairlift for any business purpose or sell it on, we cannot be held liable for any consequence thereafter. If for whatever reason your stairlift gets damaged or broken, our engineers will call out and repair it. If your stairlift gets damaged and it is either out of warranty or you are simply not willing to pay for it to be repaired, you the customer are fully liable for any injury caused to you or any third party.

**4 : Data protection :** We will NEVER give out your personal information, to any third parties. We use personal information in line with the General Data Protection Regulation (see [www.corkstairlifts.ie](http://www.corkstairlifts.ie) for more details). Personal information is required to process payment and to give you information about similar products. You can stop receiving this information at any time.

**5 : Timeframes :** Installation/servicing dates are estimated only and are not guaranteed. We are not responsible for delays that are beyond our control such as if the weather affects ferry sailings, an unanticipated product failure or some other “**Force Majeure Event**”. We will inform you the customer as soon as possible if such any such delay occurs.

**6 : Order change :** You have the right to change/cancel the stairlift ordered. If your order a straight or curved stairlift and then decide to cancel the order, you will forfeit your deposit in full. If you change any aspect of the order, there may be a difference in price and this change may affect your installation date. Customers are 100% responsible for the stairlift design, as changes cannot be rectified afterwards.

**7 : When we install your stairlift :** The stairlift user (or users) must be at the property when we install your stairlift. Failing this, someone else must sign off on behalf of the customer. They then become responsible for making sure the user knows how to use the stairlift properly and safely. You are responsible for your stairlift on completion of the installation. You will own your stairlift only when payment is made in full. Any stairlift not paid for in full, remain the property of A1 Upgrades Ltd t/a Cork Stairlifts and we are entitled to remove it from your premises at our discretion.

**8 : Buy Back Scheme :** We promise to buy back your stairlift, if your stairlift is in good condition and has been regularly serviced. Due to the costs associated with removing, reconditioning, storing, testing and redistributing your stairlift, we are only able to offer a small percentage of the original price. If for some unexpected reason, your stairlift is deemed to be unfit for use or deemed to be unfit for re-sale we may not buy back your stairlift and may charge you a removal fee. Phone (021) 432 0052 for more information.

**9. Preparation work :** Any preparation to your home, water, gas, electricity, removing of hand rails etc is the responsibility of the customer.

**Handrails** : Sometimes a handrail needs to be removed to make enough space to install your stairlift. We ask you to arrange for a local tradesman to do this. If we agree to remove your handrail free of charge, the customer will indemnify us in all such instances as this is a courtesy to you. We don't carry out remedial works such as filling, re-decorating etc nor can we re-fit your handrail elsewhere in your home.

**Colour** : Stairlift brochures and photographs on our website are only a guide. We cannot guarantee the exact colour of your stairlift, as slight differences may occur in production.

**10 : Electrical :** Every stairlift is plugged into an electrical socket so one electrical socket must be made available to complete the installation. Your electrics must be certified and up to date before installation.

**11 : Warranty Period :** Your warranty starts on the date we complete your installation and guarantees you that all products supplied are free from material defects. The warranty period is 12 months on re-conditioned, second-hand stairlifts and is only required for Mobility Aids Grants installation. Privately on new installations, the warranty period is 3 years. This 3-year period is subject to your stairlift motor being serviced regularly by a qualified stairlift engineer, once every 12 months. You will void your warranty if you do not service your stairlift every 12 months. During the warranty we will put right any faults that may arise and there will be no charge. Your warranty does not include the intentional or unintentional mis-use of your stairlift, spillages, wilful damage, negligence, interference, dropping and damaging hand-held remote controls, parts and labour for repairs and replacements needed due to normal wear and tear, tampering by children, acts of vandalism, abnormal storage or house conditions, modifying or altering any piece of stairlift equipment by either the user or any external third party. It doesn't include any failure on the customer's behalf, for not following oral or written instructions and best practices on how to use the stairlift safely and appropriately. The stairlift

batteries and disposable batteries in the remote controls are not covered under warranty. Remote batteries are straight forward to replace, similar to a TV remote.

**12. Extended Warranty :** To give new and existing customers additional peace of mind, we offer extended warranty periods after the initial warranty. This guarantees the smooth and efficient running on a daily basis of your stairlift. If a mechanical fault occurs, or if your stairlift breaks down unexpectedly and is deemed "not fit for purpose", an engineer will call out free of charge and the parts will be repaired and replaced free of charge. During this extended warranty period, your stairlift must be serviced every 12 months.

**13. Service Contract :** we offer every stairlift user a service contract. If you chose a service contract, we will service your stairlift and make repairs to it every 12 months. This guarantees the smooth and efficient running on a daily basis, of your stairlift and improves it's long-term reliability. We are not responsible for your stairlift or any repairs to it, if you sign a service agreement but fail to make payment in full.

**14. VAT :** Quotations include VAT (currently 13.5%). You are entitled to a VAT rebate and we will fill out the VAT exemption form for you to ensure you receive your VAT rebate in full.

**15. Deposit :** When a stairlift is ordered, it is paid in full on a pro forma basis. Customers only need to pay a 50% deposit of the total price when you place your order. The remaining 50% will be paid on completion.

**16. Late Payments :** If payment is not received on completion, 5% interest will be charged monthly on the total amount owing from the date the invoice payment was due, until we actually receive full payment. If you do not pay for your stairlift in full, you forfeit your deposit. A deposit does not give you legal ownership. 2 months after the invoice date, Cork Stairlifts reserve the right to remove their stairlift from your property. If you believe an error has been made, phone (021) 432 0052 and we will rectify the situation immediately. If you miss a payment and we don't immediately follow up, but we continue to provide stairlift services to you, we reserve the right to ask for full payment at a later date.

**17. Cancellation :** If for whatever reason you decide to cancel your order, phone us on (021) 432 0052 and then confirm the cancellation in writing to A1 Upgrades Ltd t/a Cork Stairlifts, Unit 22, Business and Marketing Centre, Ballinlough Road, Cork. You will lose your deposit. If we need to uninstall your stairlift in this instance, we will not be held liable for any traceable imperfections created during the previous installation. This including marks or holes to carpets, timberwork, stairs, plasterwork and walls. Every stairlift is tailor designed for you, so you will have to pay us fair costs including call-out, survey preparation, CAD drawing, manufacturing, reduction in the re-sale value of the product over time, testing and delivery charges. If there is a technical problem with your stairlift, the issue will be fixed as promptly as possible free of charge. If there is no problem with your stairlift, but you are not entirely satisfied with the design quality or performance of it, inform us and one of our representatives will call to your home, to help resolve the issue amicably. This only applies if you are not satisfied with the product. It does not apply if the stairlift is no longer needed including after a death or a significant change in the user's health.

**18 : Refunds :** Where a customer refund is due back, this will be paid electronically into the customer's bank account. These payments take between 1-5 working days to complete.

**19 : Your Rights to End the Agreement :** You are entitled to end the agreement. If you claim a defect, you can return the goods for examination. If you choose to retain the goods you will indemnify A1 Upgrades Ltd t/a Cork Stairlifts for any liability and claims that may arise out of or incidental to the defect. If the agreement ends, we will refund you for any products that we have not provided. If we are not at fault, you still have the right to change your mind and end the agreement, before your stairlift has been installed. Fair costs will be deducted in this instance and you will forfeit your deposit. If you wish to return the goods, our stairlift engineers must remove the stairlift to ensure there is no damage to our property or yours. The stairlift cannot be removed by you or a third party. We cannot make any changes to your order or design after we've signed contracts.

**20 : How to End the Agreement :** To end the agreement, phone (021) 432 0052 and inform us of your intention to end the agreement. Confirm this in writing to A1 Upgrades Ltd t/a Cork Stairlifts, Unit 22, Business and Marketing Centre, Ballinlough Road, Cork including your name, address and order number.

**21 : Our Rights to End the Agreement :** We are entitled to end the agreement under the following conditions : **a)** at any time if you do not make the required payment to us **b)** when it is due, if you still do not make the payment after us reminding you to do so **c)** you do not provide the necessary stairlift information that we need in order to provide the correct product **d)** you do not allow us to deliver the stairlift to you within a reasonable time **e)** you do not give us access to your property to supply the services when agreed **f)** you do not agree to any preparation work that is needed for us to install your stairlift **g)** we cannot make the parts or provide services to meet your needs. If we end the agreement in any of the above situations, we will contact you and let you know that we are ending the agreement and organising whatever refund if any is due for products or services that we will not be providing to you.

**22 : Removal and Disposal :** If you no longer need your stairlift and it was supplied by us, we will remove your stairlift free of charge and may pay you a small percentage of the original price. If your stairlift was supplied by a third party, we can remove and dispose of it, in line with environmental standards for a small fee. If however, we remove an old stairlift and install a new stairlift in its place, there will be no fee charged for the removal and disposal of the old stairlift.

**23 : Stairlifts in Shared Areas :** If the stairlift is to be installed in a shared area such as a block of flats or a registered care home, you will be responsible for obtaining all necessary permissions including fire, environmental, health, building control and with registered care homes, the local health authority, before the installation date. You the customer must protect the stairlift from mis-use/vandalism in such instances.

**24 : Governing Law :** These Terms and Conditions of Sale are governed by the laws of the Republic of Ireland. Any disputes may be brought to an Irish court for resolution.

**25 : Concerns and Complaints :** If you have any concerns or would like to make a complaint, phone customer service on (021) 432 0052 or write to A1 Upgrades Ltd t/a Cork Stairlifts, Unit 22, Business and Marketing Centre, Ballinlough Road, Cork city. If you are still not satisfied, contact your local Citizens Advice Bureau and they will advise you on how best to proceed.

**26 : Limitation of Liability :** Our liability in connection with the agreement, whether in contract, breach of statutory duty or otherwise, shall in no circumstances exceed the price of the Goods. A1 Upgrades Ltd t/a Cork Stairlifts makes no representations, conditions or warranties as to the extent that products supplied to customers are suitable or fit for the purpose for which the customer intends to use them.

**27 : General :** It is the customer's responsibility to ensure that the order, stairlift rail design and stairlift specifications are complete, accurate and fit for purpose. Mistakes cannot be corrected afterwards. Every stairlift is unique to you and your stairs so double check your stairlift details before signing the Terms and Conditions of Sale and Written Contract. You may transfer your rights to someone else. This person, needs to understand that by signing the Written Contract and Terms and Conditions that they are acting on your behalf and will abide with the conditions above. Nobody else has any rights under the agreement. We reserve the right to transfer our rights and responsibilities under the agreement to another person. If any court or relevant authority decides that a part of these terms and conditions are unlawful or cannot be enforced, the other clauses will still apply. If we delay in enforcing any of these terms and conditions, we can still enforce them at a later date.